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**Attorneys for Plaintiff MARK SNOOKAL**

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California  
Corporation, and DOES 1 through 10,  
inclusive,

Defendants.

) CASE NO.: 2:23-cv-6302-HDV-AJR  
)  
) **DECLARATION OF DOLORES Y. LEAL**  
) **IN SUPPORT OF PLAINTIFF MARK**  
) **SNOOKAL'S MOTION FOR**  
) **ATTORNEYS' FEES AND COSTS**  
)  
) *[Filed concurrently with Plaintiff Mark*  
) *Snookal's Notice of Motion and Motion for*  
) *Attorneys' Fees and Costs; Tables 1 and 2 to*  
) *Plaintiff's Motion for Attorneys' Fees and*  
) *Costs, Declarations of Olivia J. Flechsig,*  
) *Renee Mochkatel, Karis Stephen, Sabrina*  
) *Medler, J. Bernard Alexander, III, Lisa Bloom,*  
) *Tamara Freeze, and Mark Snookal; and*  
) *[Proposed] Order Granting Plaintiff's Motion*  
) *for Attorney's Fees and Costs]*  
)  
) Action Filed: August 3, 2023  
) Trial Dates: August 19-25, 2025  
) Judgment Entered: September 3, 2025  
)  
) Date: November 13, 2025  
) Time: 10:00 a.m.  
) Crtrm: 5B  
)  
)

**DECLARATION OF DOLORES Y. LEAL**

I, DOLORES Y. LEAL, declare as follows:

1. I am an attorney duly licensed to practice before all of the Courts of the State of California, and have been an active member of the California State Bar since June 1988. If called as a witness, I could and would competently testify to the following facts based upon my own personal knowledge.

2. This declaration is being filed in support of Plaintiff Mark Snookal's Motion for Attorneys' Fees and Costs pursuant to Government Code Sec.12965(b).

**Personal Qualifications**

3. I am a partner in the law firm of Allred, Maroko & Goldberg in Los Angeles, California. A substantial part of our practice is plaintiff employment litigation which focuses on litigating and trying complex civil rights and employment matters. Our firm litigates individual matters and multi plaintiff cases in these areas.

4. I have been with the Allred, Maroko & Goldberg firm since 1991. I became a partner with the firm in 1993. Prior to joining the law firm, I was a trial attorney with the U.S. Equal Employment Opportunity Commission (EEOC) in Los Angeles from 1988 until 1991, where I tried several discrimination (age, pregnancy; national origin/English-only, and race) cases. I was one of two attorneys at the EEOC who successfully tried an age discrimination case over a 4 month period in 1988-1989. The jury awarded \$45 million in damages to 37 former employees (Brooks et al v Hilton Casinos, Inc., et al, CV S-84-436 RDF). Prior to being an attorney, I was an investigator and a paralegal with the EEOC from 1979 until 1987.

5. My emphasis has always been employment law. I represent plaintiffs in employment litigation in matters involving discrimination, sexual harassment and wrongful termination. I wrote a book for employment law attorneys, *Litigating Sexual Harassment and Sex Discrimination Cases*, published by James Publishing. Members of the Editorial Advisory Board included both Plaintiff and Defense employment attorneys. I was advised by James Publishing that it became one of the highest rated books sold.

6. A highlight of my career is Tylo v Superior Court (1997) 55 Cal.App.3d 1379

1 because of the impact it has had in the employment law community. I represented actress Hunter  
2 Tylo at her deposition and defense counsel asked many questions to which I objected based, in  
3 part based on her constitutional right of privacy. Defense counsel filed a motion to compel and  
4 sought sanctions. The trial court granted the motion, and I filed a writ to the Court of Appeal.  
5 The Court of Appeal ultimately held *inter alia*, that a party (usually a defendant employer) who  
6 is seeking constitutionally protected information in discovery from the plaintiff (typically a  
7 current/former employee) has the burden of establishing that the information sought is *directly*  
8 relevant to the claims. The Court also made clear that it would not allow employers to engage in  
9 "fishing expeditions" during the discovery phase of litigation. This decision has been widely  
10 used by plaintiff employment attorneys in fighting overbroad discovery and I am repeatedly  
11 thanked by other Plaintiff employment attorneys for this decision.

12 7. For 14 years, from 1995 through 2009, I was on the board of the California  
13 Employment Lawyers Association ("CELA"). I was the Board Chair from 2000-2002. CELA is  
14 a statewide organization and the largest bar association in California for lawyers representing  
15 employees, with a current membership of over 1,300 attorneys. During my 14 years on the  
16 board, and thereafter as a member, I was an active on the education committee and the diversity  
17 committee.

18 8. I am also an active member of the plaintiff's employment law association, Legal  
19 Eagles for Truth and Justice in the American Way ("LEFTJAW"). I am also a member of the  
20 Los Angeles County Bar Association (Labor & Employment), the National Employment  
21 Lawyers Association, the Mexican American Bar Association and the Latina Lawyers Bar  
22 Association.

23 9. In 2008 I was nominated and selected to be inducted as a Fellow into the  
24 exclusive, College of Labor and Employment Lawyers by its Governors, which honor leading  
25 lawyers (plaintiff, defense and professors) nationwide in the practice of Labor and Employment  
26 Law. The nomination and selection process are extremely discerning.

27 10. I have been a board member of the ACLU of Southern California Foundation  
28 since March 2018. I was also a board member of Legal Aid at Work ("LAAW") from July 2019

1 until December 2022. LAAW is a statewide nonprofit legal services organization which assists  
2 low income, working families with employment disputes.

3 11. For the past 21 years, since 2004, I have been named one of Southern California's  
4 "Super Lawyers" by Los Angeles Magazine. I was further honored as one of the Top 50 Women  
5 Lawyers in Southern California in 2004, 2005, 2006, 2023, and 2024. I have been recognized as  
6 one of the "Best Lawyers" from 2006 to the present. I have always received an "AV" rating, the  
7 highest rating from Martindale Hubbell. I have also always received the highest client rating  
8 (10) on AVVO.

9 12. I have received several notable awards:

10 - In 1989, I was honored with the EEOC "Regional Attorney's Award" because of  
11 my work on the *Brooks et al v Hilton Casinos, Inc.*, case (referenced above).

12 - In September 1999, I was honored by the California Employment Lawyers  
13 Association as its "*Employment Law Attorney of the Year*."

14 - In February 2007, I was honored by the Mexican American Bar Association with  
15 the *Frank Muñoz, Lifetime Achievement Award*.

16 - In August 2009, I was honored by the Latina Lawyers Association with the  
17 *Abriendo Caminos Award*.

18 - In September 2015, I was honored by CELA as the recipient of the highly  
19 coveted "Joe Posner Award" which was created to honor Joe Posner's legacy who was a pioneer  
20 in our field of employment law and a CELA founder.

21 - In October 2017, I was honored by CELA as the recipient of the *Education*  
22 *Committee Service* award.

23 13. I have been a mentor to many new plaintiff employment attorneys both at our  
24 firm and in the plaintiff employment law community. I share my knowledge, experience and  
25 expertise as a speaker at several bar associations, including California Lawyers Association  
26 (Labor and Employment Law section), California Employment Lawyers Association ("CELA"),  
27 National Employment Lawyers Association ("NELA"), Legal Eagles for Truth and Justice in the  
28 American Way ("LEFTJAW"), Los Angeles County Bar Association ("LACBA" Labor/

1 Employment), Orange County Bar Association (“OCBA” Labor/ Employment), Consumer  
2 Attorneys Association of Los Angeles (“CAALA”), Women Lawyers of Los Angeles  
3 (“WLALA”), Beverly Hills Bar Association, Association of Workplace Investigators, ABA  
4 (EEO Committee), and Latina Lawyers Bar Association (“LLBA”). On average, I speak before  
5 various groups at least three times per year.

6 14. I have also been a speaker before other groups and organizations: law schools  
7 (Southwestern and Loyola Law Schools), the Structural Engineers Association of So. California  
8 (SEASC), California Rural Legal Assistance (CRLA), the U.S. Equal Employment Opportunity  
9 Commission (EEOC TAPS program), and taught torts, employment discrimination and critical  
10 studies at Peoples College of Law.

11 15. I was chosen to participate as a settlement officer in each of the Los Angeles  
12 County Superior Court’s employment case CRASH programs, until the program ceased.

13 16. My practice consists almost exclusively of representing plaintiffs in employment  
14 litigation. Over 90% of our firm’s work is done on a contingency basis. Because of my  
15 association with the California Employment Lawyers Association, I know this is also the case  
16 with the substantial majority of attorneys who practice plaintiff employment litigation.

17 **My Firm's Hourly Rates**

18 17. With the exception of a few limited matters, my firm has a contingency-based  
19 practice. However, we are retained on an hourly basis in certain matters. We set our rates in all  
20 matters (contingent and retained) to be comparable with those of other plaintiff employment  
21 attorneys in the Los Angeles area.

22 18. Based on my 37 years of experience in the field, employment cases are by nature  
23 risky and expensive to litigate. Recovery is never assured. Cases often take years to resolve. Our  
24 clients are invariably unable to pay our legal fees and costs. In order to maintain a viable private  
25 practice, I must place a premium on assessing a case from the perspective of trial costs versus  
26 the legal merits and the expected recovery. In cases where damages may be lower, or difficult to  
27 obtain, I examine the possibilities of fee shifting statutes, should I prevail.

28 19. My hourly rate is \$1200. The rate of my partner Renee Mochkatel is also \$1200

1 per hour. The rate of Olivia Flechsig is \$650 per hour and the rate of associates Karis Stephen  
2 and Sabrina Medler is \$450 per hour. These are the rates we charge and paid by hourly clients  
3 who hire our firm. These rates are well within the range of practitioners at our level of  
4 experience, within members of the Los Angeles employment law community. This is confirmed  
5 by the concurrently filed declarations of other highly respected plaintiff employment attorneys in  
6 the Los Angeles area (J. Bernard Alexander III, Lisa Bloom and Tamara Freeze) as well as the  
7 exhibits in Mr. Alexander's declaration which has defense attorneys at Munger Tolles and  
8 Olsen's 1<sup>st</sup> and 2<sup>nd</sup> year associates' hourly rates at \$745 and \$820, respectively.

9 **Hourly Rates of Defense Attorneys**

10 20. Inasmuch as I do not know the hourly rates of defense counsel (partners Tracey  
11 Kennedy and Robert Mussig and associate Sarah Fan), I reiterate what is set forth in Bernard  
12 Alexander's declaration which has "Exhibit B" listing the hourly rates of attorneys at Munger  
13 Tolles and Olsen, a firm comparable to Sheppard Mullin Richter and Hampton.

14 21. The hourly rate of attorney Henry Weissmann with Munger Tolles and Olson,  
15 who has been practicing six months longer than I (December 1987 vs. June 1988) is \$1,950.  
16 The hourly rate for Dan Levin with Munger Tolles and Olson, who has been practicing since  
17 July 2003 (or 15 years less) is \$1,800.

18 22. The hourly rate listed by Munger Tolles and Olson which is closest to my hourly  
19 rate of \$1200 is a 7<sup>th</sup> year associate at \$1,180.

20 **Hours Worked on this Case**

21 23. I am familiar with our firm's billing rates and billing practices. The firm has a  
22 practice whereby I, other attorneys record the time spent on client matters describing the work  
23 performed in a computer billing system. On a monthly basis, these records are submitted to the  
24 firm's office manager who prepares client billing statements setting forth the services rendered  
25 and time spent performing each task as well as the costs expended on the case.

26 24. A true and correct copy of the firm's consolidated billing statements are attached  
27 as **Exhibit A** and reflect the work performed by all counsel at our firm in this matter. In  
28 addition, the billing statements itemize all of the costs paid by our firm in litigating this matter.

All the billing reflected therein was reasonably necessary to the successful prosecution of this litigation. These itemized billing statements were used to formulate Tables 1 and 2 reflecting the use of attorney time to represent Mr. Snookal in this matter.

25. As a preliminary matter, in an exercise of billing judgment, I have not included the time that I spent throughout the litigation conferring with named partners, Gloria Allred, Nathan Goldberg and Michael Maroko regarding the case. I did not record and bill for that time. The total number of hours represent only those hours for which we are requesting compensation, after the exercise of reasonable billing judgment.

26. The total costs expended by our firm through September 17, 2025 which are reflected in the billing statement are \$155,277.39.

27. This is a summary of the time and aggregate value of time based on the standard hourly rates which I have obtained from the billing statements. I have calculated the total attorney fees requested:

ATTORNEY	HOURLY RATE	HOURS	TOTAL FEES
Dolores Y. Leal	\$1200	519.90	\$623,880
Olivia J. Flechsig	\$650	604.17	\$392,710.50
Renee Mochkatel	\$1200	33.6	\$40,320
Karis Stephen	\$450	111.8	\$50,310
Sabrina Medler	\$450	37.4	\$16,830
<b>TOTALS:</b>		1,306.87	\$1,124,050.50

**Multipliers in Contingent Risk Matters**

28. Most individuals cannot afford to pay on an hourly basis for skilled representation in civil rights litigation. Therefore, plaintiff's civil rights attorneys represent virtually all discrimination claims on a contingency fee basis. Under this arrangement, such attorneys are not compensated for their time unless and until they prevail, whether it be by trial, arbitration or successful settlement of the case. Civil rights attorneys are taking the risk that they will not be reimbursed for time spent or the costs unless their client settles or wins at trial or



1 arbitration. As such, plaintiff's civil rights attorneys cannot afford to represent an individual  
2 employee on a contingency basis if, at the end of the representation, the attorney is destined to  
3 receive only the regular hourly rate for the services performed, if they win, but nothing if they  
4 lose.

5 29. When plaintiff's civil rights attorneys prevail on the merits, it is essential that they  
6 recover a multiplier--an amount which is more than their regular hourly rate, if they are to  
7 remain in practice and to continue representing individuals in civil rights employment disputes.  
8 With this in mind, courts and judges routinely apply a multiplier to the attorney fees awarded in  
9 Plaintiff employment discrimination lawsuits, in order to encourage competent attorneys to  
10 represent individuals in such cases, and further the public policy of this state.

11 30. Beginning in July 2025 and continuing through August 25, 2025, I was unable to  
12 consider taking any "new" prospective clients. I also had to delay progress on some of my  
13 existing cases.

14 31. Based on my work and contact with plaintiffs' lawyers in Los Angeles, I am very  
15 familiar with the standard billing analysis applied by attorneys in determining whether to take  
16 civil rights and employment cases. In those instances, the primary expectation of payment is  
17 contingent on winning and recovery of fees under a fee shifting statute. This analysis adopts a  
18 formula utilizing hourly billing rates significantly higher than that for retained work, in order to  
19 account for delay in payment, risk of loss, risk of partial recovery, or other contingent factors.  
20 The manner in which the higher hourly rate is recovered is by application of a multiplier to the  
21 actual lodestar figure in a case.

22 32. The market expectation for multipliers on contingent risk cases, as a class, is at  
23 least two to three times the fees that would have been earned in retained litigation where there is  
24 no contingent risk of non-payment. Fees of this measure are necessary because of the investment  
25 in costs, the long delays, and the total or partial lack of success in many cases. Such an  
26 expectation has been expressly acknowledged by the California Supreme Court in *Ketchum v.*  
27 *Moses* (2001) 24 Cal.4th 1122, 1132, to be determined based on the market in a particular  
28 locality. Unless compensation paid for civil rights and employment representation is



1 commensurate with for profit, non-contingent litigation (by application of a multiplier to account  
2 for the risks discussed above), firms such as mine, which have special expertise in the handling  
3 of civil rights cases, will be unable to handle such matters on an extensive basis.

4 33. Our firm took this case on a purely contingent basis and has thus far invested  
5 \$1,279,327.90 in actual litigation costs (attorney fees and costs) in order to prosecute this matter  
6 through trial. The contingent risk in a case like this is very high and, in my opinion, justifies a  
7 multiplier or enhancement to the lodestar calculations.

8 34. Contingent cases present the very real risk of working hundreds or thousands of  
9 hours that may never be fully compensated or may go uncompensated altogether. Unfortunately,  
10 the prospect of loss is very real. Thus, the risk inherent in contingent representation is, indeed, a  
11 reality even in an expected victory case. The contingent risk in this case, in my view, was huge  
12 because of the affirmative defense in this case and because I knew that Chevron had litigated a  
13 similar case (but under the ADA as opposed to FEHA -- *Chevron U.S.A. Inc v Echazabal*, 536  
14 U.S. 73 (2002)) all the way to the U.S. Supreme court. Hence, I knew it would be a heavily  
15 litigated case.

16 35. Based on my discussions with other plaintiff's side lawyers who represent  
17 plaintiffs in contingent FEHA litigation, including within and outside of my own firm; and,  
18 given the real risk of contingent fee representation (including the risks of an outright loss, a less  
19 than fully compensatory result, or the delay in payment), it is the prevailing expectation within  
20 the community that a multiplier or enhancement will be awarded when a FEHA plaintiff  
21 prevails. Other factors which contribute to my conclusion that a 2.0 multiplier is warranted are:

22 (a) preclusion of other employment cases by me and Olivia Flechsig prior to and  
23 during trial;

24 (b) at Allred, Maroko & Goldberg, we receive telephone calls/emails from many  
25 individuals each week seeking legal representation in employment matters. Because of the  
26 contingent nature of employment cases, we are able to take only a very few of these cases.  
27 Although we attempt to refer these individuals to other attorneys handling employment cases,  
28 there are very few attorneys able to take such cases because of the sophisticated subject matter

1 and because they are hard fought, extremely expensive and inevitably result in protracted  
2 litigation and appeals.

3 (c) Due to the tremendous number of requests for assistance in employment litigation  
4 and the dearth of counsel willing and able to accept such cases, it is imperative that those  
5 attorneys willing to provide such representation on a contingency basis be encouraged to do so,  
6 through awards of attorneys' fees, which include the multiplier that is necessary to attract and  
7 retain competent counsel to accept these types of cases.

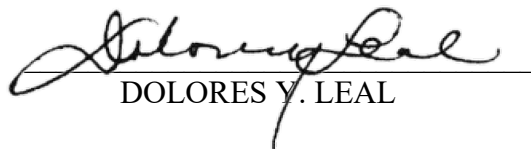
8 36. An award of the lodestar amount without an enhancement does not compensate  
9 the attorney for the contingent risk undertaken. In addition to the risk of taking this case on  
10 contingency, we have been working on this matter now for almost three years without payment  
11 and advancing all costs required to vindicate Plaintiff Snookal's rights and successfully litigate  
12 the case.

13 37. Given the contingent nature of the representation, the preclusion of other work  
14 that necessarily results from a lengthy litigation and trial such as this trial, and the exceptional  
15 result obtained, I believe that a multiplier of 2.0 of the lodestar is reasonable in this case. As  
16 Plaintiff's counsel we are seeking a 2.0 multiplier because of the exceptional risks involved in  
17 prosecuting this case, in which significant costs and fees are at risk during the pendency of this  
18 case. The skill, expertise, and experience exhibited by my co-counsel Olivia Flechsig, and  
19 myself warrants the application of at least this 2.0 multiplier.

20 38. Not only is a multiplier warranted because of the risk involved and skill  
21 presented, but Defendant Chevron U.S.A. Inc. gave Plaintiff Snookal little choice but to take the  
22 case to trial.

23 I declare under penalty of perjury under the laws of the State of California  
24 that the foregoing is true and correct.

25 Executed this 17th day of September 2025, in Los Angeles, State of California.

26  
27   
28 DOLORES Y. LEAL